

## MILITARY MISSION

*Agreement signed at Washington July 14, 1941*

*Entered into force July 14, 1941*

*Extended by agreement of June 9 and 26, 1945,<sup>1</sup> "until such time as a standard agreement can be approved and signed"*

*Superseded by agreement of December 10, 1945<sup>2</sup>*

55 Stat. 1286; Executive Agreement Series 212

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA

In conformity with the request of the Government of the Republic of Costa Rica to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Military Mission to the Republic of Costa Rica under the conditions specified below:

#### TITLE I

##### PURPOSE AND DURATION

*Article 1.* The purpose of this Mission is to cooperate with the Minister of State, Police and Public Safety of Costa Rica and with the personnel of the Costa Rican Army with a view to enhancing the efficiency of the Costa Rican Army.

*Article 2.* This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of Costa Rica, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

*Article 3.* If the Government of Costa Rica should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

*Article 4.* This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

---

<sup>1</sup> Not printed here.

<sup>2</sup> EAS 486, *post*, p. 1084.

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

*Article 5.* This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of Costa Rica in case either country becomes involved in domestic or foreign hostilities.

## TITLE II

### COMPOSITION AND PERSONNEL

*Article 6.* This Mission shall consist of a Chief of Mission of the rank of Lieutenant Colonel, Major or Captain on active service in the United States Army and such other personnel of the United States Army as may subsequently be agreed upon between the Ministry of State, Police and Public Safety of Costa Rica through its authorized representative in Washington, and the War Department of the United States of America.

## TITLE III

### DUTIES, RANK AND PRECEDENCE

*Article 7.* The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of State, Police and Public Safety of Costa Rica and the Chief of the Mission.

*Article 8.* The members of the Mission shall be responsible solely to the Minister of State, Police, and Public Safety of Costa Rica, through the Chief of the Mission.

*Article 9.* Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Costa Rican officers of the same rank.

*Article 10.* Each member of the Mission shall be entitled to all benefits or privileges which the Regulations of the Costa Rican Army provides for Costa Rican officers and subordinate personnel of corresponding rank.

*Article 11.* The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

## TITLE IV

### COMPENSATION AND PERQUISITES

*Article 12.* Members of the Mission shall receive from the Government of Costa Rica such net annual compensation as may be agreed upon between

the Government of the United States of America and the Government of Costa Rica for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Costa Rica or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of State, Police and Public Safety of Costa Rica in order to comply with the provision of this Article that the compensation agreed upon shall be net.

*Article 13.* The compensation agreed upon in the preceding Article shall begin upon the date of departure from the United States of America of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue after the termination of his service with the Mission during his return trip to the United States of America and thereafter for the period of any accumulated leave to which he is entitled.

*Article 14.* The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Costa Rica, and such payment shall be computed for travel by sea, air, or land, or any combination thereof to the actual port of entry of the United States of America.

*Article 15.* The Government of Costa Rica shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

*Article 16.* Each member of the Mission and each dependent member of his family shall be provided with first-class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the port of embarkation in the United States of America and his official residence in Costa Rica, and from his official residence in Costa Rica to the port of debarkation in the United States of America. Each member of the Mission shall be reimbursed for the expenses of shipment of his household effects, baggage and automobile; this shall include all necessary expenses incident to unloading from the steamer upon arrival in Costa Rica, cartage between the ship and the residence in Costa Rica, and packing and loading on board the steamer upon departure from Costa Rica. The cost of this transportation for members of the Mission, dependent members of their families, their household effects, baggage and automobile shall be borne by the United States of America. The transportation of such household effects, baggage and automobile shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except when such shipments are necessitated by circumstances beyond their control. The provisions of this Article shall likewise apply to officers and enlisted men who are subsequently detailed

to Costa Rica for temporary duty, as additional personnel, or replacements for members of the Mission.

*Article 17.* Compensation for transportation and travelling expenses for members of the Mission in Costa Rica shall be provided by the Government of Costa Rica in accordance with the provisions of Article 10.

*Article 18.* The Government of Costa Rica shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, shall on call be made available by the Government of Costa Rica for use by the members of the Mission for the conduct of the official business of the Mission.

*Article 19.* The Government of Costa Rica shall provide suitable office space and facilities for the use of the members of the Mission.

*Article 20.* If any member of the Mission should die while he is serving under the terms of this Agreement, all compensation due the deceased member, including salary for the fifteen (15) days following his death, and reimbursement due the deceased member for expenses and transportation on trips made on official business of the Government of Costa Rica, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased; but the widow or other person shall not be compensated for accrued leave due but not taken by the deceased. All compensations due the widow or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days after the death of the member.

## TITLE V

### REQUISITES AND CONDITIONS

*Article 21.* So long as this Agreement, or any extension thereof, is in effect, the Government of Costa Rica shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Costa Rican Army, except by mutual agreement between the Government of the United States of America and the Government of Costa Rica.

*Article 22.* Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

*Article 23.* Throughout this Agreement the term "family" is limited to mean wife and dependent children.

*Article 24.* Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

*Article 25.* The leave specified in the preceding Article may be spent in Costa Rica, in the United States of America or in other countries, but the expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

*Article 26.* The Government of Costa Rica agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Costa Rica.

*Article 27.* Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

*Article 28.* The Government of Costa Rica shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Costa Rican Army authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Costa Rica shall be paid by the Government of Costa Rica. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of Costa Rica. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

*Article 29.* Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Sumner Welles, Acting Secretary of State of the United States of America, and Luis Fernández, Minister of the Republic of Costa Rica at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this fourteenth day of July, one thousand nine hundred and forty-one.

SUMNER WELLES [SEAL]  
*Acting Secretary of State  
of the United States of America*

LUIS FERNANDEZ [SEAL]  
*Envoy Extraordinary and  
Minister Plenipotentiary of the Republic  
of Costa Rica at Washington*